



Bridges Program Lease Agreement

LEASE

This lease is entered into this _____ day of _____, _____, between _____
_____ (The Owner or an authorized representative), and
_____ (the Tenant).

ADDITIONAL HOUSEHOLD MEMBERS

(1) _____ (3) _____
(2) _____ (4) _____

OCCUPANCY OF THE DWELLING UNIT

1. The Tenant agrees not to assign this lease or to sublet or transfer possession of the dwelling unit, or to give accommodations to boarders or lodgers without the written consent of the Owner and the Housing Agency. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the tenant and the household members listed on this lease. This provision does not prohibit reasonable accommodation of the Tenant's guests or visitors. The Tenant shall have no more than the above-listed household members residing in the dwelling unit during the term of this lease, other than the addition of minor children born to or adopted by the Tenant or minor children whose legal custody has been awarded to the Tenant, without the written consent of the Owner and Housing Agency.

BRIDGES CONTRACT

2. The Owner will enter into a Bridges Contract (Contract) with the Housing Agency under the Bridges Program of the Minnesota Housing Finance Agency. Under this Contract, the Housing Agency will make monthly payments to the Owner to assist the Tenant to lease from the Owner the rental unit (dwelling unit) located at _____
(address, unit number, city, zip).

The dwelling unit contains _____ bedrooms.

TERM OF LEASE

3. The term of the lease shall begin on _____ and shall continue until:
- (a) terminated by the Owner in accordance with paragraphs 17, 18 and 19, or 22;
 - (b) terminated by mutual agreement during the term of the lease; or
 - (c) the Owner's Contract with the Housing Agency is terminated.

MONTHLY RENT

4. \$_____ is the total monthly rent (Contract Rent) payable to the Owner during the term of the lease. This Contract Rent may not increase during the term of the lease.

5. The portion of the Contract Rent payable by the Tenant (Participant Rent) shall be an amount determined by the Housing Agency in accordance with Bridges Program requirements. The Participant Rent as determined by the Housing Agency is the maximum amount the Owner can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance, and utilities to be provided by the Owner in accordance with this lease.

6. Each month, for so long as the Tenant is eligible for a housing subsidy, the Housing Agency will make a Bridges Subsidy Payment to the Owner on behalf of the Tenant in accordance with the Contract. The monthly Bridges Subsidy Payment is the difference between the Contract Rent and the Participant Rent.

7. The amount of the Participant Rent and Bridges Subsidy Payment are subject to change as determined by the Housing Agency during the term of the lease. Any change in the amount of the Participant Rent and Bridges Subsidy Payment and the effective date of the change will be stated in a written notice from the Housing Agency to the Tenant and the Owner. Initially and until further notice from the Housing Agency, the total monthly rent for the dwelling unit payable to the Owner shall be as follows:

\$_____ Participant Rent (payable monthly by the Tenant)

\$_____ Bridges Subsidy Payment (payable by the Housing Agency)

SECURITY DEPOSIT

8. The Tenant has given \$_____ to the Owner as a security deposit. The Owner will hold the security deposit during the period the Tenant occupies the dwelling unit under the lease. In accordance with Minnesota law, the security deposit held by the owner shall bear simple interest in accordance with State of Minnesota Statute.

9. The Owner shall, within three (3) weeks after termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions, return the deposit to the Tenant with interest or furnish to the Tenant a written statement showing the specific reason(s) why the Owner withheld any or all of the Tenant's security deposit. The Owner may withhold from the deposit only amounts reasonably necessary to: (a) remedy Tenant defaults in payment of rent or other amounts owed to the Owner pursuant to an agreement; or (b) restore the premises to their condition at the beginning of the tenancy, ordinary wear and tear excepted.

UTILITIES AND APPLIANCES

10. The Owner shall provide the utilities, appliances, and services marked "yes" below without any additional charge to the Tenant. The cost of these utilities, appliances, and services is included in the Contract Rent. The utilities, appliances, and services marked "no" are not included in the Contract Rent and shall be paid or provided by the Tenant.

Y	N

Heating

Lights

Cooking Fuel

Y	N

Hot Water

Sewer/Water

Trash Collection

Other

Y	N

Stove

Refrigerator

Lawn Care

Snow Removal

COMMON UTILITIES

11. The Owner shall be responsible for paying the cost of utilities for common areas including, but not limited to the costs of heating, cooling, and lighting common entry areas, hallways, stairways, and laundry areas. The Owner also shall be responsible for paying the costs of utilities for operating common facilities, including laundry appliances made available for tenants' use.

MAINTENANCE AND SERVICES

12. The Owner shall maintain the dwelling unit, equipment and appliances, and common areas and facilities so as to provide decent, safe, and sanitary housing in accordance with the housing quality standards for the Bridges Subsidy Program, including the provision of all services, maintenance, and utilities required by this lease. The Owner shall respond in a reasonable time and manner to requests by the Tenant for repairs consistent with the Owner's obligations under this lease, the Bridges Contract, and under applicable state laws.

13. The Owner or the Owner's duly authorized agents, employees, or representatives shall have the right of access to the dwelling unit for the purpose of making improvements and repairs, and for the purposes of showing the dwelling unit for re-rental upon no less than twenty-four (24) hours oral or written notice to the Tenant unless the Tenant consents to a shorter time. However, the Owner shall have the right to enter the dwelling unit at any time without advance notification to the Tenant if the Owner reasonably believes an emergency exists which requires such entrance.

14. The Tenant shall not decorate or make any alterations in or additions to the dwelling unit, or replace or install any new or additional fixtures, floor covering, or equipment in the dwelling unit, other than the usual movable household furniture, without obtaining in each case the prior written consent of the Owner. The Tenant shall use reasonable care to keep the dwelling unit in good repair and in such condition as to prevent health and sanitation problems from arising.

15. The Tenant shall not permit or practice any unlawful action, which disturbs building inhabitants. The Tenant shall not allow the dwelling unit to be used for any purpose, which will cancel or increase the rate of insurance, or keep or use any flammable fluids or explosives.

PETS

16. The Tenant shall not house or keep pets in the dwelling unit except with prior written consent of the Owner.

TERMINATION OF TENANCY

- 17.** The Owner shall not terminate the tenancy except for:
- (a) serious or repeated violation of the terms and conditions of the lease;
 - (b) violation of federal, state, or local law which imposes obligations on the Tenant in connection with the occupancy or use of the dwelling unit and surrounding premises; or
 - (c) other good cause.

18. The following are some examples of "other good cause" for termination of tenancy by the Owner:

- (a) a Tenant history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the dwelling unit or other property;
- (b) criminal activity by Tenant household members involving crimes of physical violence to persons or property;
- (c) the Owner's desire to use the dwelling unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (d) a business or economic reason for termination of the tenancy, such as sale of the property, renovation of the dwelling unit, or desire to rent the dwelling unit at a higher rental.

This list of examples is intended as a non-exclusive statement of some situations included in "other good cause", but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

19. The Owner may evict the Tenant from the dwelling unit only by instituting a court (unlawful detainer) action. The Owner must notify the Housing Agency in writing of the commencement of procedures for termination of tenancy at the same time that the Owner gives notice to the Tenant under state law. The notice to the Housing Agency shall be given by furnishing the Housing Agency with a copy of the notice or complaint served on the Tenant.

ILLEGAL DRUG-RELATED ACTIVITY

20. In accordance with Minnesota law, the Tenant agrees that the Tenant will not unlawfully allow controlled substances (such as illegal drugs, fire arms, and contraband) in the dwelling unit and that the dwelling unit, common areas, and the areas immediately surrounding the rental premises will not be used by the Tenant or others acting under the Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any criminal provisions of Minnesota Statutes §504A.701, Chapter 152. A breach of this covenant voids the Tenant's right to possess the dwelling unit but all other provisions of this lease, including the Tenant's obligation to pay rent, remain in effect until the lease is terminated by the terms of the lease or by operation of law. According to Minnesota law, if illegal drugs with a retail value of \$1000 or more are seized from the dwelling unit, common areas, or areas immediately surrounding the rental premises pursuant to a lawful search or arrest, the seizure constitutes unlawful possession of the dwelling unit by the Tenant and subjects the Tenant to eviction. The Owner is required by Minnesota law to start or authorize an eviction action against the Tenant within fifteen (15) days after notice of the seizure.

Neither the Minnesota Housing Finance Agency, nor the Minnesota Department of Human Services, Mental Health Division are in a position to provide legal advice regarding a tenants rights or obligations under this section. Tenants are advised to contact an attorney for advice.

NON-DISCRIMINATION

21. The Owner shall not discriminate against the Tenant household in the provision of services or in any other manner because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status.

ADDITIONAL PROVISIONS

22. Specify additional provisions or state "None": _____

PRIOR AGREEMENTS

23. Upon signing this lease, any prior lease or agreement, oral or written, affecting this dwelling unit is null and void. No additional agreements or provisions, oral or written, may be added without approval of the Housing Agency. This lease has been signed by the Owner and Tenant on the condition that the Housing Agency will promptly execute a Bridges Contract with the Owner. Accordingly, this lease shall not become effective unless the Housing Agency has executed the Bridges Contract by the first day of occupancy specified in this lease.

ACKNOWLEDGMENT

24. The Tenant and Owner (or the Owner's authorized agent) acknowledge that they have read this lease and understand its terms. The Tenant and Owner agree to be bound by the terms and conditions stated in this lease.

LANDLORD

TENANT

Print or Type Name of Landlord
Representative

Print or Type Name of Tenant

By: _____

By: _____

Date Signed _____

Date Signed _____

Print or Type Name and Title of Signatory

By: _____

Date Signed _____

Telephone Number _____

Telephone Number _____